



**GENERAL TERMS AND CONDITIONS**

**TICKETS EVENTS**

Rotterdam Ahoy

### 1 - Applicability

- 1.1 The General Terms and Conditions Tickets Events Rotterdam Ahoy apply to every offer and agreement concluded between Ahoy Rotterdam N.V., trading under the name Rotterdam Ahoy (hereinafter referred to: "AHOY") and the person who has bought an ticket (hereinafter referred to: "visitor") for an event organized by AHOY. These General Terms and Conditions also apply if these agreements are concluded via an official ticketing organization engaged by AHOY.
- 1.2 Event: an organized music event, sport event, cultural event, recreational event, festival and/or manifestation in the broadest sense of the word.
- 1.3 Location: the actual location where the event is held including the areas, spaces, field etc. around it that is part of the venue.
- 1.4 No addition to, deletion from, or other modification of any of the provisions hereof shall be valid unless made in writing and agreed by AHOY.
- 1.5 (Other) General terms and conditions of the visitor are not applicable.
- 1.6 The General Terms and Conditions of the ticketing organization engaged by AHOY can also apply. In the event of any inconsistencies between the general terms and conditions, the provision of the General Terms and Conditions Tickets Event Rotterdam Ahoy shall prevail.

### 2 – Conclusion of the agreement

- 2.1 The agreement is concluded when the visitor receives a ticket for the event in AHOY or when a ticket is bought by an official ticketing organization engaged by AHOY.
- 2.2 A ticket is a document issued by AHOY or a unique code provide by AHOY.
- 2.3 The ticket is issued once. The ticket gives access to Ahoy and the event for one person.
- 2.4 The tickets remain property of AHOY. Only tickets provide by AHOY or an official ticketing organization engaged by Ahoy are valid.
- 2.5 A Ticket gives the visitor the right to attend the event. Only the visitor who can show a valid ticket will be allowed to access the event. AHOY may assume that the holder of this admission ticket is also the rightful claimant (the visitor). AHOY is not obliged to check the valid ticket any further. The visitor must ensure that he becomes and remains the holder of the ticket issued by AHOY or by a ticketing organization engaged by AHOY.
- 2.6 From the moment the ticket is provided to the visitor, the risk of loss, theft, damage or misuse of the ticket is at the expense and risk of the visitor.
- 2.7 Once a ticket is bought, AHOY will not take the ticket back and the ticket cannot be exchanged. AHOY will not refund the purchase price and the reservation costs, unless stated otherwise in these General Terms and Conditions Tickets Event Rotterdam.
- 2.8 Only purchase from ticketing organizations recognized by AHOY or from AHOY guarantees the validity of the ticket. The visitor must be able to prove the validity of the ticket.
- 2.9 The ticket is sent via electronic communication (email) and provided to the visitor. If the visitor has chosen the to receive the ticket in this way, the visitor must ensure that the ticket can be delivered via electronic communication and that it is safe to provide the ticket on this way. Ahoy cannot guarantee the validity and safety if tickets are sent by email.
- 2.10 AHOY reserves the right to set a maximum for the number of the tickets that can be reserved.

### 3 – Prohibition on resale

- 3.1 The ticket is only intended for the visitor who bought the ticket for an event; The visitor is not allowed to purchase tickets for an event, to resell in any way to third parties, to offer for sale or to provide to third parties.
- 3.2 The visitor is obliged towards AHOY not to make any advertising or any kind of publicity in connection with the event.
- 3.3 A visitor who gives his ticket to another person free of charge, must point out to the other person that he//she is bounded by these General Terms and Conditions Tickets Event Rotterdam.
- 3.4 In case of a violation of the foregoing and without requiring prior summons or notice of default, the visitor will incur an immediately payable penalty on behalf of AHOY of € 10,000, plus an amount of € 5,000 per day for each day the violation continues, without prejudice to AHOY's right to claim compliance with the aforesaid and/or compensation for damages.

### 4 - Access, stay and security

- 4.1 The visitor is obliged, if required, to cooperate with searches and checks of the (hand)luggage during the event.
- 4.2 The visitor must be in the possession of a valid ticket during the event. The visitor is obliged, upon request, to show the ticket.
- 4.3 During the stay, the visitor must behave in consistent with the results obtained in terms of public order, good manners and decency. The visitor is also obliged to behave in accordance with the house rules of AHOY. The visitor is obliged to follow instructions from employees of AHOY, security, fire brigade, police and other authorities.
- 4.4 the visitor is obliged to identify himself when purchasing the ticket, in order to enable AHOY to comply with its legal obligations. The visitor is obliged to identify himself/herself during the event, in order to enable Ahoy to comply with its legal obligations. For example, the obligation not to provide alcohol to persons under the age of 18.
- 4.5 It is prohibited to bring photo, film and other recording equipment to the event. The equipment can be confiscated for the duration of the event.
- 4.6 Visitors are not allowed to bring animals, pets, glass, plastic bottles, cans, fireworks, (fire) weapons and/or dangerous objects, drugs, alcohol, and food in any packaging. This can be confiscated and not returned.
- 4.7 The visitor is not allowed without permission from AHOY, to offer (for free) and/or sell any goods/products at AHOY.
- 4.8 If the visitor leaves Ahoy or the location where the event takes place, the ticket will lose its validity.
- 4.9 In case of violation of the provisions of this article, the visitor is liable for the damage suffered by AHOY.

### 5 - Rights of AHOY

- 5.1 In the event of a violation by the visitor of (one or more of) the provisions as referred to in these General Terms and Conditions Tickets Event Rotterdam, Ahoy is entitled to invalidate the ticket, or to refuse (further) access to the event. In that case, the visitor is not entitled to any compensation or any refund of the amount paid for the ticket (incl. service costs).

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- 5.2 AHOY is entitled to refuse (further) access to the event or to remove the visitor from the event if the visitor misbehaves (see also article 4.3.) or if AHOY deems this reasonably necessary to maintain peace and order during the event. In that case, the visitor is not entitled to any compensation or any refund of the amount paid for the ticket (incl. service costs).
- 5.3 If AhoY suspects the ticket is false, AhoY is entitled to refuse (further) access to the event. In that case the visitor is not able to claim any damage from AHOY.
- 5.4 The artist and AHOY are entitled to make image and/or sound recordings of the event and to use these images for promotional purposes for themselves or for the benefit of their partners or sponsors. This also includes the (camera) registration in the context of maintaining public order and safety on site. Persons appearing in the recordings cannot claim any rights or any compensation.

## 6 – Force Majeure

- 6.1 In the event of force Majeure, in the broadest sense of the word, AHOY has the right to cancel or postpone the event.
- 6.2 Force Majeure includes one or more of the following circumstances:
- a. war, war circumstances, civil war, a terrorist attack or the threat thereof, a riot;
  - b. pandemic/epidemic;
  - c. government measures, the closure of AHOY for safety reasons, the inaccessibility of AHOY;
  - d. strike action, a work interruption;
  - e. transport (im)possibilities;
  - f. fire;
  - g. malfunctions in AHOY;
  - h. weather conditions;
  - i. malfunctions public transport;
  - j. the circumstance that an event may not take place due to the fact that permits have not been issued or have been withdrawn, or must an event must be canceled pursuant to an order from the authorized authorities;
  - k. all other circumstances beyond AHOY's control.
- 6.3 If the event is canceled by AHOY as a result of force majeure, AHOY will retribute the amount stated on the ticket, regardless of the price the visitor has paid for the ticket. Restitution will only take place within a period of twelve weeks after the cancelation. The visitor is entitled to a restitution, if he/she can hand over a valid ticket to AHOY or the ticketing organization engaged by AHOY where the visitor had bought his/her ticket. Service costs of other damage will not be compensated. Nor can the visitor claim (replaced) access to another event.
- 6.4 If the event is postponed to another date by AHOY as a result of force majeure, the ticket remains valid for the new date on which the event will take place. In case the visitor cannot or want not attend the event on the new date, the visitor is entitled to a restitution, if he/she can hand over a valid ticket to AHOY or the ticketing organization engaged by AHOY where the visitor had bought his/her ticket. AHOY will retribute the amount stated on the ticket, regardless the price the visitor has paid for the ticket. In case the event is rescheduled to a later date, restitution will only take place within a period of four weeks after the new event date. In case the event is rescheduled to an earlier date, restitution will only take place within a period of four weeks after the event date mentioned on the ticket.

## **7 - Liability AHOY**

- 7.1 AHOY is only liable for the damage or loss suffered by the visitor, which is directly and exclusively the result of intent or willful recklessness on the part of AHOY. AHOY will only pay for the damages for which AHOY is insured. AHOY's liability is excluded in the following cases or circumstances:
- a. damage caused by entering the location where the event takes place and attending the event to, for example, hearing and/or eyesight and other physical disorders, referred to as entering and attending. Attending an event is at the visitor's own expense and risk;
  - b. AHOY does not accept any liability for damage resulting from the actions of third parties, including third parties engaged by AHOY, such as suppliers, tenants/lessees of the location and persons engaged by these third parties;
  - c. damage as a result of non-compliance by the visitor with instructions given by AHOY or officials (security) engaged by AHOY and of non-compliance with general standards of public order, safety and decency;
  - d. damage as a result of loss, damage or theft of goods belonging to the visitor and brought to the location;
  - e. damage suffered by the visitor as a result of loss or damage to the ticket;
  - f. (consequential) damage as a result of unforeseeable changes in the start and end times of the event;
  - g. damage in any way caused by other visitors to the event;
  - h. damage caused directly or indirectly to anyone or anything as a direct or indirect result of any defect in, in or on any property of AHOY;
  - i. consequential damage and indirect (business) damage on the part of the visitor.
- 7.2 AHOY will strive to ensure that the program conforms as much as possible to the announced timetable will be implemented. However, AHOY is not liable for deviations therein and for the (possible) damage that this causes for the visitor and/or third parties. Showtimes as stated on entrance tickets are with reservation. The visitor is obliged to check regularly (via [www.ahoy.nl](http://www.ahoy.nl)) whether the starting time is (un)changed.
- 7.3 AHOY is furthermore not liable for the content and manner of execution of the program of the event, expressly including the length of the program. AHOY is also not liable for changes in the program of festivals.
- 7.4 The exclusions and limitations of liability included in this article also apply to employees of AHOY and/or third parties engaged by AHOY.

## **8 – Intellectual Property Rights**

- 8.1 The visitor is not entitled to reproduce and/or make copies of (parts of) the program book, tickets, posters, flyers and or other (promotional) material produced by AHOY. The intellectual property rights belongs to AHOY. The intellectual property rights, including trademark rights, copyrights and trade name, may not be infringed in any way.
- 8.2 Registration of the event in any form, including photographing, filming and making (other) sound and/or image recordings are forbidden. All such registrations will be confiscated and will be destroyed.

## **9 – Personal data**

- 9.1 AHOY processes personal data of visitors in accordance with the law (GDPR)

## **10 – Final provisions**

- 10.1 The invalidity or unenforceability of any provision of the General Terms and Conditions Tickets Event Rotterdam will not affect the validity or enforceability of any other provision of the General Terms and Conditions Tickets Event Rotterdam. Any such invalid or unenforceable provision will be replaced or be deemed to be replaced by a provision that is considered to be valid and enforceable. The interpretation of the replacing provision will be as close as possible to the intent of the invalid or unenforceable provision. AHOY has the right to amend the General Terms and Conditions Tickets Event Rotterdam.
- 10.2 The General Terms and Conditions Tickets Event Rotterdam is governed by Dutch law.
- 10.3 All disputes that arise from the agreement between AHOY and the visitor shall be submitted to the competent court in Rotterdam, the Netherlands